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6 UNITED STATES DISTRICT COURT
7 NORTHERN DISTRICT OF CALIFORNIA
8 SAN FRANCISCO DIVISION

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10 IN RE: OPTICAL DISK DRIVE ANTITRUST LITIGATION

11 Case No. 10-md-2143-RS (JCS)

12 Chief Judge Richard Seeborg

13 This Document Relates to:
14 All Indirect Purchaser Actions

15 **RESPONSE TO COURT ORDER**

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RESPONSE TO COURT ORDER

IPP Counsel just demanded this Court to enter an award of (nearly) \$30 million, which is almost 3.5 million more than the Ninth Circuit’s decided *ceiling* for IPP’s fee award. Dkt. 3098.

This Court can decide whether IPPs read the appellate memorandum. This Court can also decide how “hard-fought” were IPPs to secure a \$205 million (for example, before 2019), and how “hard-fought” was IPPs in haggling around a committed bid, which caused two appeals reconsidering fee awards to IPP’s counsel. This Court is probably aware of the well-known moral hazard scenarios, if a party multiplied proceedings but can get rewarded millions in extra.

The Ninth Circuit decision said this Court would not abuse its discretion if this Court awards \$26.646 million. This Court’s “intent” to award that exact amount fell in that range and thus would make any appeal likely unsuccessful. Huang’s position is hands-tied by judicial estoppel.¹ But as IPPs filed a dissent demanding an order awarding \$30 million, they may have preserved a right to appeal again if this Court overrules them.

Thus it's perhaps relevant to note that the Ninth Circuit did not demand this Court to enter that exact amount—the Circuit set a \$26.646 million **ceiling, but did not set a floor**; this Court has discretion to reduce the \$26.646 million number further (but does not have to), so that it satisfies its fiduciary obligation under Rule 23(h) to award a “reasonable” fee, after IPP’s last-minute filing that speaks for itself.

¹ Dkt. 3008-1 at 8 (proposed sur-reply; permission granted in Dkt. 3027).

1 Date: August 6, 2022

Respectfully Submitted,

2 /s/ SHIYANG HUANG
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8 **CERTIFICATE OF SERVICE**

9 I, Shiyang Huang, hereby certify that on August 6, 2022, I caused a copy of the foregoing
10 to be served by this Court's CM/ECF system on all *pro se* parties and counsels of record.

11 /s/ Shiyang Huang

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